

REQUEST FOR PROPOSALS
No. 1078
CONSTRUCTION MANAGEMENT SERVICES
FOR
HUMAN SERVICES FACILITY
330 PARK AVENUE
BLOOMFIELD, CT



Alvin and Beatrice Wood Human Services Center

Date: January 27, 2017

To: All Prospective Respondents

Subject: Request for Proposals (RFP) No 1078: CONSTRUCTION MANAGEMENT SERVICES FOR HUMAN SERVICES FACILITY

On behalf of the Human Services Facility Building Committee, the Town of Bloomfield invites you to submit a proposal based on the requirements of the enclosed RFP. The RFP and any addenda can be found on the Town of Bloomfield website, <http://www.bloomfieldct.gov/>, as well as the State of CT Dept. of Administrative Services website, http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The information contained herein outlines the intent and scope of the project; the guidelines governing the submission and evaluation of all proposals; and *IRS Form W-9, Request for Taxpayer Identification Number and Certification* must be completed and submitted with your proposal.

We ask that your proposal conform to our format request as closely as possible. The Town may accept proposals that take exception to any requirement in the RFP. Any exception or alternative must be clearly delineated in a separate attachment to the proposal submitted. The RFP and the proposal submitted by successful Construction Managers will be made part of the resultant contract between the Town and the successful Construction Manager.

There will be a non-mandatory Pre-Proposal conference with respect to this RFP on Wednesday, February 8, 2017, at 2:00 PM in the lobby of the Alvin and Beatrice Wood Human Services Center located at 330 Park Avenue, Bloomfield, CT.

All proposals must be received in the office of the Purchasing and Risk Manager by **1:00 P.M Thursday, February 23, 2017.**

One Original (clearly identified as such) and ten (10) copies plus a thumb drive with a read only copy of the proposal shall be submitted to the attention of

**Purchasing and Risk Manager
Town of Bloomfield
2nd Floor
800 Bloomfield Avenue
Bloomfield CT 06002**

The Package submitted containing proposals shall be sealed, bearing on the outside the firm's name and address and plainly marked "**RFP 1078 CONSTRUCTION MANAGEMENT SERVICES FOR HUMAN SERVICES FACILITY**"

The Town of Bloomfield looks forward to receiving your response.



TOWN OF BLOOMFIELD
REQUEST FOR PROPOSALS #1078
CONSTRUCTION MANAGEMENT SERVICES
FOR HUMAN SERVICES FACILITY
Alvin and Beatrice Wood Human Services Center

1. **INTENT AND BACKGROUND**

- 1.1 The Town of Bloomfield is soliciting proposals from qualified Construction Managers ("CM") for the purpose of construction management services for a new human services facility. The Construction Manager shall provide services including but not limited to, constructability reviews, programming, estimating at various levels of design, solicitation, award EEO/MWBE with a minimum of 30% participation, permitting, construction, demolition, commissioning, occupancy, close out, post occupancy, warranty phases, and coordination of all Owner vendors, contractors and consultants as necessary, to complete the construction.
- 1.2 The goal of the Town is to demolish the existing 90,752 sq. ft. facility currently housing its Leisure Services Department (LS), Senior Services Department (SS), Social & Youth Services Department (SY) while additionally providing tenant space for Bloomfield Access Television (BATV) and the Chamber of Commerce (CC), and replacing it with a new facility of approximately 52,419 SF on the same parcel, housing the same occupants.
- 1.3 Approval of funding in the amount of \$22,300,000 for this project was passed via referendum in November 2016. Estimated construction budget is approximately \$18.6 million.
- 1.4 Space utilization and programming for the new facility was performed by Centerbrook Architects in early 2016, and is currently being verified and updated by Moser Pilon Nelson Architects.
- 1.5 The Human Services Facility Building Committee ("Building Committee") has been established by the Town to oversee the project.

2. **SUBMISSION AND DEADLINE**

- 2.1 All proposals must be received in the office of the Purchasing and Risk Manager by 1:00 p.m., Thursday February 23, 2017. One original (clearly identified as such) and ten (10) copies of the proposal, plus a read only copy on a thumb drive shall be submitted to the attention of the Purchasing and Risk Manager at:

Town of Bloomfield
Town Hall, 2nd Floor
800 Bloomfield Avenue
Bloomfield, CT 06002

- 2.2 Package containing proposals must be sealed, bearing on the outside the Construction Manager's name and address and plainly marked "RFP 1078; CONSTRUCTION MANAGEMENT SERVICES FOR HUMAN SERVICES FACILITY"
- 2.3 Questions about this Request For Proposal and submission requirements must be submitted to and received by email or via fax, to the Purchasing and Risk Manager at nhaynes@bloomfieldct.org or 860-243-2913 by 4:00 PM Monday, February 13, 2017.
- 2.4 There will be a non-mandatory Pre-Proposal conference with respect to this RFP on Wednesday, February 8, 2017 at 2:00 PM at the Alvin and Beatrice Wood Human Services facility located at 330 Park Avenue, Bloomfield, CT. Written clarifications or interpretations, as well as any changes or amendments to this RFP, will be issued by Addenda not later than 4 PM on Thursday February 16, 2017. Only information issued by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be posted *only* on the Town's website as well as the State DAS website.
- 2.5 Construction Managers are required to limit their contact with the Town regarding this RFP to the persons named herein.
- 2.6 The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

3. **SPECIAL INSTRUCTIONS**

- 3.1 Construction Managers responding to this Request for Proposal are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until the Building Committee has made a recommendation to the Town Manager and the Town has awarded a contract to the successful respondent.
- 3.2 Construction Managers responding to this Request For Proposal, and their sub-consultants, must have sufficient staff and expertise to complete the required services. The CM must agree that all personnel assigned to this project are qualified for this type of work.
- 3.3 It is the intent of the Town to utilize a Construction Manager at Risk delivery method for the project.
- 3.4 It is the intent of the Town that the new facility be a high performance building utilizing cost effective and energy efficient materials and systems. LEED or other such certifications will not be sought, however, energy efficiency is encouraged and desired.

4. **QUALIFICATIONS**

Construction Managers shall provide written evidence of the following construction management qualifications. These qualifications must be met to be considered for this project. The Federal GSA Form 330 should be used to document your firm's qualifications where ever possible.

- 4.1 **Firm History** – Firms must have a minimum of ten (10) years under the same name and maintain a full service office in the State of Connecticut. Submit a brief history of the firm and explain the firm's ownership. If joint venture for CM services is proposed, a brief history of both firms is required. The senior and managing partner in the joint venture must have a minimum ten (10) years under the same name. The junior partner must have at least five (5) years under the same name.
- 4.2 **Joint Venture** (if applicable) – Indicate if CM services will be provided solely by the firm responding or if there is a joint venture/partnership in providing the CM services. Explain how the work load will be distributed and if firms have had past experience working together. Provide project information on which firms participated together.
- 4.3 **Firm's Capacity** – Provide information indicating the capacity of the office that will provide the CM service. Provide the number of professional staff members your office employs. Provide the work in place in dollars that has been managed each year for the past five years. Indicate the type of contracts held as a percentage of the total for each year for the last five years (e.g. Lump sum, CM agency, CM at risk, etc.).
- 4.4 **Municipal Facility Experience** – Firms must have municipal building experience, preferably in the State of Connecticut. Firms must have completed at least one municipal facility project. List the municipal building projects that have been completed by your firm in the last five years (no more than ten facilities). List the Project name, size, project cost, construction cost, amount with percentage of construction cost for change orders and a brief description of the work. Provide the contact information of the specific individuals from the Owner and the Architect who worked with your team through the project.
- 4.5 **Project Approach** – Provide information that will indicate how your firm would approach this project staffing.
- 4.6 **Safety** – Provide a letter from your insurance carrier indicating your EMR rating for the last three years.
- 4.7 **Bonding Capacity** – The CM must be bondable to the value of the project. Provide the name of your bonding company, your bonding limitation, Best rating, name and telephone number of your agent.
- 4.8 **References** – Include the name, title and contact information of the authorized owner's representative for each of the projects that were referenced in the previous section. In addition, provide the name and contact information of the construction management firm and its project manager for each project.
- 4.9 **Financial Controls** - The CM must have completed three projects using Primavera Expedition, Prolog, or other similar project management software for cost control.
- 4.10 **MWBE Goals** – The CM must have completed a minimum of two projects meeting the MWBE goals that had been established. Include the name, title and contact information of the authorized owner's representative for each of the projects.
- 4.11 **Project Personnel** - The CM shall demonstrate that it has professional personnel, by providing resumes, in key disciplines including, but not limited to:
 - Project Executive with a minimum of 10 years of construction experience.

- Pre-Construction Manager with a minimum of 5 years of construction experience.
- Cost Estimator with a minimum of 7 years of construction experience.
- Project Manager with a minimum of 5 years of construction experience and with the firm for at least 3 years.
- Project Engineer with a minimum of 3 years construction experience (if part of your proposed team).
- Project Superintendent with a minimum of 5 years construction experience.

4.12 **Insurance** – Provide your insurance company and agents, your insurance coverage including type and limits (with sample certificate of representative coverage).

4.13 **Past Claims or Disputes** – Indicate any claims, disputes or arbitration proceedings that have occurred on any projects in the last five (5) years. Indicate who they were with and give the status of each.

5. **PROJECT BACKGROUND**

The Alvin and Beatrice Wood Human Services building is located at 330 Park Avenue, and was built in 1959 as a school. It sits on approximately 20 acres of land and is on a bus line.

The facility provides 21st century services in a building that was constructed for mid-20th century needs. On any given day the facility is visited by patrons of all ages using the building for the many programs it offers. The facility currently houses three Town Departments: Leisure Services, Social and Youth Services and Senior Services. The facility is home to the Town's Marilyn Michaelson Senior Center and the Town provides tenant space to Bloomfield Access Television (BATV) and the local Chamber of Commerce.

The goal of the Town is to demolish the existing building, a 90,752 sq. ft. facility and replace it with approximately 52,419 SF facility to adequately house its Leisure Services Department (LS), Senior Services Department (SS), Social & Youth Services Department (SY) while additionally housing Bloomfield Access Television (BATV) and the Chamber of Commerce (CC) as tenants.

The Town, through the HSF Building Committee has retained the firm of Moser Pilon Nelson Architects LLC as the Project Architect.

6. **SCOPE OF SERVICES**

The Construction Manager shall provide the following services for the project described in the RFP.

6.1 **Project Timeline**

See attached draft (Exhibit E)

6.2 **Project Budget**

The Town Council has appropriated a total of \$22.3 million for this project, as approved by the voters by referendum in November 2016. The estimated construction budget is \$18.6 million.

6.3 **Scope of Work for the Construction Management Firm**

The Construction Manager shall provide services including but not limited to, constructability reviews, programming, estimating at various levels of design, solicitation, award EEO/MWBE with a minimum of 30% participation, permitting, construction, commissioning, occupancy, close out, post occupancy, warranty phases, and coordination of all Owner vendors, contractors and consultants as necessary, to complete the construction.

- A. The selected Construction Manager firm shall provide a Guaranteed Delivery Date (GDD) in accordance with the intent of this solicitation and the terms and conditions of the executed agreement.
- B. The selected Construction Manager shall provide performance and payment bond letter from the surety in the amount of 100% of the contract price.
- C. The individual trade contracts shall be between the Construction Manager and the trade contractor. The Construction Manager is “at risk” as it relates to the delivery of this project.
- D. The Construction Manager shall not perform any portions of the work with its own forces except as may be approved by the HSF Building Committee.
- E. Design and Pre-Construction Phase Services as described in the CM Agreement including:
 - Perform “constructability” reviews of the construction documents.
 - Create proposed site logistics plans.
 - Develop requirements for safety, quality assurance and schedule adherence.
 - Provide Value Engineering services as required.
 - Develop a detailed project schedule, by a qualified scheduler, using Primavera P# or P3e or Suretrak scheduling software (schedules shall use the Critical path Method, the scheduler’s resume will be included and reviewed for proper credentials, an electronic copy shall be provided to the Owner’s Program Manager for review of content and logic, update schedule with additional information as required at each cost estimate update).
 - Engage in budget reconciliation and control sessions as required.
 - Attend all design review and other special meetings through the design process.
 - Provide continuous document review to ensure documents are clear and concise to subcontractors in the effort to minimize change orders due to unclear or missed scope.
 - Perform an analysis of Schematic Design Documents and create a detailed estimate, review estimate with the Owner’s Program Manager and Architect, ensure estimate is in line with current budget. If cost adjustments need to be made, CM must collaboratively work with Architect, and its sub-consultants, to develop a list of value engineering ideas for submission to Owner’s Program Manager and HSF Building Committee for review and approval.
 - Perform a detailed review and costing of Design Development documents, update estimate based on the current documents. If cost adjustments need to be made, CM must collaboratively work with Architect, and its sub-consultants, to develop a list of value engineering ideas for submission to the Owner’s Program Manager and HSF Building Committee for review and approval.
 - Perform a detailed review and costing of 50% complete Construction Documents, update estimate based on the current documents. If cost adjustments need to be made, CM must collaboratively work with Architect, and its sub-consultants, to develop a list of value engineering ideas for submission to Owner’s Program Manager and HSF Building Committee for review and approval.
 - Perform a detailed review and costing of 95-100% complete Construction Document Drawings, update estimate based on the current documents. If cost adjustments need to be made, CM must collaboratively work with Architect, and their sub-consultants, to develop a list of Value Engineering ideas for submission to the Owner’s Program Manager and HSF Building Committee for review and approval.
 - Provide Owner’s Program Manager and Architect with copies of all estimates, including worksheets, proposals and logic throughout design process.
 - Participate in MWBE selection committee.
 - Provide a detailed action plan for achieving the EEO/MWBE requirement for a minimum of 30% participation.

F. Solicitation and Award Phase Services

- Arrange solicitation packages (Bid Packages) and adhere to HSF Building Committee requirements as applicable.
- Provide a final pre-bid estimate in an appropriate format reflecting the bid package breakdown.
- Develop requirements to assure time, cost and quality control during construction.
- A schedule shall be prepared for the bidding and awarding of all major sub-contractor packages.
- Update provisional construction (CPM) schedule, maintaining applicable completion dates for issuance with bid packages as required making the master schedule and milestones for long lead items, etc. (provide Owner's Program Manager with an electronic copy for review of content and logic, update schedule with additional information as required).
- Review project labor requirements and availability, develop labor strategy and advice, identify potential bidders specifically for meeting the required 30% minority involvement and generate maximum bidder interest.
- Schedule and conduct pre-bid conferences in conjunction with the Architect and the Owner's Program Manager.
- Process addenda.
- Advertise, distribute, monitor, receive bids, review analyze and recommend awards in accordance with HSF Building Committee and the Town of Bloomfield requirements as applicable.
- Execute subcontractor agreements.
- Issue GMP

G. Construction Phase Services

- Maintain consistent on-site staff for applicable construction management.
- Establish and maintain all required reporting and other control procedures as directed by the HSF Building Committee.
- Maintain and update the logistics plan on a periodic basis as conditions change.
- Develop and maintain final construction schedule (CPM), using Primavera P# or P3e or Suretrak, including delivery milestones, approvals, inspections, testing, construction, commissioning and occupancy, Owner activities as requested by the Owner, and work by others such as permits utility company review and utility installation, (an electronic copy shall be provided to the Owner's Program Manager for review of content and logic, update schedule with additional information as required).
- Conduct and record all job site meetings.
- Prepare and submit all change order documentation for approval by the Architect and the HSF Building Committee.
- Develop and maintain a method for tracking and expediting review and approvals of shop drawings, requests for information, RFI responses and change order requests.
- Develop all monthly reports and presentations to the HSF Building Committee, Bloomfield Town Council, and other town of Bloomfield officials on an as-needed basis.
- Maintain quality control and ensure conformity to the highest intent of the construction documents.
- Coordinate and manage all trade contractors to ensure effective and timely adherence to the schedule.
- Submit all executed trade contract agreements in accordance with the agreed upon sequencing process.
- Provide cost control through progress payment review and verification according to approved schedule and contract amounts and terms.

- Coordinate all Owner's activities and post completion activities, including hazmat abatement, FF&E, assembly of guarantees, manuals and commissioning requirements, close documents and Owner's final acceptance.
- Provide construction trailers, storage, equipment, barriers, etc.
- Provide all necessary on-site Construction Management personnel.

H. Post-Occupancy and Warranty Phase

- Coordinate and monitor the resolution of "punch list" items.
- Coordinate, monitor and resolve all warranty issues to the satisfaction of HSF Building Committee during one-year general warranty period and beyond where applicable.
- Develop and maintain an effective program so all Operating Manuals, Maintenance Manuals, and any preventive maintenance data are delivered to the Owner.
- Provide on-site staff who can address commissioning issues during the week the facility opens and for one month after.
- Provide complete formal owner training of all systems.
- Schedule and conduct a "pre-end of warranty" walk-through.

7. **TIMEFRAMES**

The anticipated RFP schedule is as follows:

RFP Issued	January 27, 2017
Pre-proposal conference	February 8, 2017
Proposals Due	February 23, 2017
Proposal Review Completed	March 7, 2017
Interview respondents	March 14 and 16, 2017
Select CMR	March 21, 2017
Commencement of contract	April 2017

8. **CONTRACT PERIOD**

The contract period is anticipated to be from date of execution through the completion of the various stages of the construction project and close out.

9. **CONTRACT MANAGEMENT**

- 9.1 Any contract or purchase order resulting from this RFP will be managed by the Human Services Facility Building Committee unless otherwise specified.
- 9.2 The selected Construction Manager will assign one qualified individual, who will be the firm's day-to-day contact person and who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

10. **EVALUATION AND AWARD**

10.1 **Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive Construction Manager:

- a. The Construction Manager's relevant project experience, including senior/community center design experience and construction and completion of similarly sized municipal facilities and other projects.

- b. The Construction Manager's experience working with government agencies that may have jurisdiction over the project, including building committees.
- c. The Construction Manager's past performance data including but not limited to, adherence to project schedules, project budgets, and the number and value of change orders for projects.
- d. The background and experience of the Construction Manager in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract.
- e. References and specific projects that are comparable in size and budget. The Town may contact one or more of the references listed in this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- f. Current work load and staff assignment.
- g. Responsiveness to the RFP.
- h. Proposed fees and costs, although the Town, through its Building Committee, is not bound to select the Construction Manager that proposes the lowest fees. The Town reserves the right to negotiate fees with the selected Firm.

Proposals in response to this RFP will be reviewed against the criteria listed above, and recommendation for award will be made in accordance with standard purchasing procedures.

10.2 **Selection Procedures**

The Town, based on the request from the HSF Building Committee, intends to enter into contract with the most responsible Construction Manager whose proposal is determined to be in the best interest of the Town.

- a. The Town reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate contracts with the successful Construction Manager.
- b. The Town reserves the right to make a selection on the basis of the proposal alone; however it may invite selected respondents for interview with the Building Committee at its discretion. The Town anticipates that the HSF Building Committee will invite a short list of several Construction Managers for interviews.
- c. Proposers must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the HSF Building Committee to satisfactorily meet the requirements set forth or implied in the proposal.
- d. The HSF Building Committee shall, after a thorough review of the proposals received, and after conclusion of the interview process if needed, will recommend to the Town Manager contract award to the Construction Manager whom the HSF Building Committee deems best qualified to perform the services required under this contract.

11. **PROPOSALS**

The Town will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before the Town. Proposals submitted must be bound, paginated, indexed and numbered

consecutively. The original proposal must be clearly marked as such. Construction Managers shall submit as their proposal the following:

- 11.1 **Letter of Transmittal:** A letter of transmittal addressed to **Nancy Haynes, the Purchasing and Risk Manager**, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP. Indicate your firm's commitment to the project and how your firm will meet or exceed all expectations. Specifically provide a commitment to maintain consistent leadership throughout the design and construction of the project; and to provide the leadership necessary to keep this project on **budget** and **schedule**.
- 11.2 Qualifications as per Section 4 of this RFP.
- 11.3 **Site Condition Survey** – The Construction Manager will conduct a complete existing condition survey of the site to ensure design and coordination of the design documents with existing conditions and reduce the risk of changes during construction. Please explain your firm's approach to ensuring a full and complete site condition survey.
- 11.4 **Schedule** – The Construction Manager shall complete the project within the established schedule. In this section demonstrate your project approach to scheduling the tasks necessary to deliver the project based on a twenty six (26) month design, bidding, construction and close out schedule. Specifically address the current phasing plan and its feasibility. Demonstrate how the leadership provided by your firm will ensure that deadlines will be met. Respondents shall provide the detail schedule based on twenty six (26) month schedule duration. If a more aggressive schedule can be achieved, please provide this as additional information.
- 11.5 **Budget** – The Construction Manager will successfully manage the construction phase of this project to ensure the project is completed within the construction budget indicated in this RFP. Provide a detailed explanation as to your approach in managing the budget.
- 11.6 **Project Reporting** – The Construction Manager will be required to use Prolog application suite. Demonstrate your firm's experience in producing comprehensive reports (i.e. RFI log, Submittal log ROJ log, Budgets, etc.) using Prolog. Explain the level of training that will be provided to the proposed project team and any training they have received to date.
- 11.7 **Commissioning** - The Construction Manager will be responsible for working with the Commissioning Agent in managing the commissioning program. Elaborate on your approach to managing a successful commissioning program and providing the HSF Building Committee with a fully functioning and equipped facility.
- 11.8 **Safety** – The Construction Manager will be responsible for maintaining a safe work environment and adherence to all applicable OSHA regulations. In this section discuss your firm's attitude toward safety. Explain specifically what will be done for this project to pro-actively maintain a safe environment for the workers, staff, public, community, etc.
- 11.9 **Close-Out** – The Construction Manager will implement a process to ensure this project will be closed out quickly. Please describe, when will close out start and when will it be completed.
- 11.10 **Change Orders** – The Construction Manager will provide quality control of document review during construction document phase to ensure that the documents are 100% complete prior to bid. Describe the manner in which you will endeavor to minimize change orders.
- 11.11 **EEO/WMBE Participation** – Provide a detailed explanation to your approach to meet the 30% goal require by the Town of Bloomfield.

- 11.12 **Project Management** - Develop a preliminary project plan and schedule. In no more than three pages describe how you will manage the project. Include identification of any risks that you do not control and how you will manage that risk as well as what value your firm brings to the project.
- 11.13 **Fee Proposal** – There are three areas of remuneration that will make up the Construction Manager’s entire fee. In this section you are asked to respond to the three basic areas of remuneration: Pre-construction Fee, Construction Fee, and a not to exceed Reimbursable Costs. On the enclosed form provide the appropriate amount for each item. Attach a list of all reimbursable items.
- A. Pre-construction Fee: This amount should be based on the fee and reimbursable expenses expected to perform the functions as defined in the AIA A121/CMc™ 2003 and this document. Pre-construction will end when the GMP is established. The GMP will be established when all the trade contracts have been bid. The HSF may authorize early release of some trade packages for bidding. The total pre-construction fee, including reimbursable expenses, shall be provided as a not to exceed amount. An all-inclusive monthly rate shall be identified for additional design months should the schedule become increased. If no amount is noted it will indicate that there is no additional cost.
 - B. Construction Fee: The construction management fee should be comprised of what your firm would expect to receive in total remuneration over the life of the project, excluding all reimbursable costs. This should be your profit and all expenses not clearly identified as reimbursable costs and shall be based on the entire project. An all-inclusive monthly rate shall be identified for additional construction months should the schedule become increased. If no amount is noted it will indicate that there is no additional cost.
 - C. Reimbursable Expenses: All reimbursable costs that are not part the construction management fee. This shall be a not to exceed amount.
 - D. A list identifying and clarifying what those reimbursable costs would be must be included for approval by the HSF Building Committee. No deviations from the approved list will be accepted. No arbitrary or pro-rated corporate or home office expense will be considered reimbursable.
 - E. A reimbursable expense monitor should be included that will list all reimbursable costs and the anticipated expenditure per month for the duration of the project.
 - F. A staff chart shall be included that will provide the staff costs for the duration of the project. All staff titles anticipated to bill the project shall be listed and their monthly time commitment indicated. Their billing rate shall be provided. The HSF Building Committee will not reimburse any cost for staffing over forty (40) hours per week. The staff cost will be converted to guaranteed amount, at the time the GMP is established.
 - G. Clearly identify all off-site staff that will be working on this project and give a brief description of their role and responsibility to the project. Include their time commitment over the duration of the project and their hourly rate.
 - H. Billing rates are intended to cover the cost of an individual’s salary and benefits. It is not intended that the CM firm will earn any additional fee on staff through their billing rates. The CM may be required to justify the billing rates of actual staff upon selection.
- 11.14 **Exceptions and Alternatives:** Proposers wishing to take exceptions to any requirement in the RFP shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating proposals. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

All Proposals must be signed by the firm's authorized official. The proposal must also provide name, title, address, and telephone numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying any information provided therein.

12. **GENERAL REQUIREMENTS**

12.1 **Insurance:**

The selected Construction Manager shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Town Manager. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

General Liability	Each Occurrence	\$1,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	General Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	\$1,000,000
Worker's Compensation	WC Statutory Limits	
Employer's Liability	EL each accident	\$100,000
	EL disease policy	\$500,000
	Disease accident limit	\$100,000
Umbrella	Per Occurrence, following form	\$5,000,000
Professional Liability	Per claim/annual aggregate	\$1,000,000

12.1.2 The Town of Bloomfield and Bloomfield Board of Education are included as Additional Insureds, ATIMA under the Commercial General Liability and Employer's Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.)

12.1.3 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Town. All policies shall be on the occurrence form except where noted otherwise. Any and all exceptions shall be reviewed by the Purchasing and Risk Manager.

12.1.4 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Construction Manager agrees that such default may be cured by procurement of insurance on behalf of Construction Manager, at the Construction Manager's expense, at Town's option.

12.1.5 The insurance required hereunder shall be primary without any right of contribution by any insurance maintained by or on behalf of the Town of Bloomfield.

- 12.1.6 The Construction Manager shall require that any subcontractors and independent contractors hired by the Construction Manager to carry sufficient amounts of insurance and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work. The Construction Manager shall require that the Building Committee and the Town and Bloomfield Board of Education be included as Additional Insured on all subcontractor and independent contractors insurance before permitted to begin work. The Construction Manager and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Building Committee and the Town, and their offices, agents, servants and employees for losses arising from work performed by each on this contract.

The Town will provide Builder's Risk Insurance for this project, including covering the insurable interest of the contractors and subcontractors. Builders Risk deductible payments shall be the responsibility of the Town.

12.2 Hold Harmless Agreement:

The Construction Manager, and Constructor, its agents and assigns shall indemnify and hold harmless the HSF Building Committee, the Town of Bloomfield and the Bloomfield Board of Education, including but not limited to, its elected officials, its officers, agents, employees and volunteers ("the Town") from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Construction Manager, Construction Company, agents, assigns and subcontractors during the Construction Manager's performance of this Agreement or any other Agreements of the Construction Manager entered into by reason thereof. The Town agrees to give the Construction Manager prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Construction Manager.

12.3 Conditions

Construction Managers responding to this RFP will be expected to adhere to the following conditions in an agreement with the Town and must make a positive statement to that effect in its proposal submitted:

- 12.3a The CM has personnel sufficient to assure service continuity and project completion and agree to maintain adequate qualified personnel for the full duration of the contract.
- 12.3b The CM is licensed as a Major Contractor by the State of Connecticut and agrees to submit a copy of current License and those of key individuals assigned to this Agreement with their proposal.
- 12.3c Agree that the licenses of the firm and all personnel assigned will remain current for the duration of the Agreement.
- 12.3d Agree that all work produced under this agreement will become property of the Town of Bloomfield.
- 12.3e Agree to provide the insurance coverage herein specified for the full duration of the contract's term, including any and all extensions.
- 12.3f Agree to accept and follow management direction from the Town and specifically, the Human Services Facility Building Committee or their duly authorized designee.
- 12.3g Agree to conform to all applicable laws and ordinances and policies of the Federal Government, State of Connecticut and Town of Bloomfield.

- 12.3h Agree that if the Town cannot in good faith negotiate a written contract within a reasonable time with a selected Construction Manager, the Town may unilaterally cancel its selection of that CM.
- 12.3h Agree to execute a written agreement for services based on the AIA A121TM CMc – 2003 “Standard Form of Agreement Between Owner and Construction Manager Where Construction Manager is also the Constructor” with modifications that are consistent with this RFP to which will be included as article 11.3 language regarding the requirement to meet the thirty percent (30%) Minority Businesses ordinance adopted by the Town Council.
- 12.3i Agree that periodic payments to the Construction Manager will be made as agreed upon in the signed contract.
- 12.3j Agree that the Town reserves the right to terminate the contract at any time. In the event of contract termination, the Construction Manager shall be entitled to payment for approved services rendered after the execution of the contract and prior to receipt of notice of termination. However, if the Construction Manager has damaged the Town, said payment may be withheld until the Town determines whether or not by how much said payment should be reduced.
- 12.3k Agree that the contract between the Town and the Construction Manager shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Bloomfield.
- 12.3l Agree that no conflict of interest exists. Identify the nature of any potential conflict of interest your firm might have in providing services to the Town under this RFP. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's performance of the proposed agreement. If conflicts do or might exist, describe how your firm would resolve them.

13. **ANTI COLLUSION STATEMENT**

Proposers and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

- a. the preparation or submission of Proposals;
- b. the clarification of Proposals; and
- c. the conduct and content of negotiations, including final contract negotiations,

in respect of this RFP or procurement process, or any other procurement process being conducted by the Town in respect of any of its requirements.

14. **EQUAL OPPORTUNITY EMPLOYMENT**

Every Contract made by or on behalf of the HSF Building Committee and the Town for the design, construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical disability. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or physical disability. Such affirmative action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical disability.
- c. The contractor will send to each labor union or representative of workers with which he has either a collective bargaining agreement, or other understanding, a notice to be provided by the town, advising the labor union or worker's representative of the contractor's commitment under this article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of this article and of the relevant rules, regulations and orders of the town manager.
- e. The contractor will furnish all information and reports required by the rules, regulations and orders of the town manager issued pursuant to this article, and will permit access to the contractor's books, records and accounts by the town manager or his designee for the purpose of investigation to ascertain compliance with such rules, regulations and orders. Any such inspection of the contractor's books, records and accounts by the town manager or his designee shall be made at a reasonable hour, upon reasonable notice to such contractor, and shall be limited in scope to information pertaining to the subject matter of the proposed contract.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract shall be cancelled, terminated, or suspended in whole or in part and the contractor shall be declared ineligible for further town contract, and such other sanctions shall be imposed and remedies invoked as provided by law.
- g. In all construction contracts, the contractor shall include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the town issued pursuant to this article, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the town may direct as a means of enforcing such provisions including sanctions for noncompliance. In non-construction contracts or purchase orders, the town reserves the right to require compliance with the provisions of this paragraph, at the discretion of the town manager.
- h. Within ten (10) calendar days following the town manager's decision to award or fail to award a contract or the determination of compliance or noncompliance with the terms of the agreement, any person claiming to be aggrieved by the decision may file with the town manager a written notice of appeal requesting a hearing before the human relations commission.
- i. Within thirty (30) days of the receipt of such notice of appeal the human relations commission shall provide the aggrieved party with a hearing and issue its decision. During the pendency of such appeal, the decision of the town manager shall remain in full force and effect, unless the human relations commission issues a stay of the decision by unanimous vote.

At all times during such proceedings, the burden of proof shall be on the party appealing the town manager's decision.

15. **TAXPAYER'S IDENTIFICATION NUMBER**

Each Construction Manager, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

16. **ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS**

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the Request for Proposal requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals. No additions or changes to the original proposal will be allowed after submittal.

EXHIBIT A HSF CONSTRUCTION MANAGER

BID FORM FEE AND COMPENSATION STRUCTURE PROJECT COST CALCULATION

Complete the following schedules (Exhibits A, B and C) based on a Fixed Limit for the Cost of Work of \$18,600,000 and a Substantial Completion Date of May 2019.

Fee and Compensation Structure (for both Pre-construction and Construction Phase Services)

NOTE: The following is intended to be a firm bid; you are requested to assume a Construction Budget of \$18,600,000 and show the distribution over the following cost categories:

Fixed Fee/Compensation Description	In Dollars	By Percentage (Of The Fixed Limit Cost)
Construction Cost of Work	\$ _____	_____ %
General Conditions (other than General Conditions included in the Construction Cost of Work based on the Cost Allocation & Responsibility Matrix – Exhibit D)	\$ _____	_____ %
Construction Manager's Fee (_____ % of the Cost of the Work)	\$ _____	_____ %
Pre-construction Fee (_____ %)	\$ _____	_____ %
Change Order Contingency	\$ _____	_____ %
GMP Contingency	\$ _____	_____ %
Total Fixed Limit for the Cost of Work	<u>\$18,600,000</u>	<u>100 %</u>
Additional monthly cost for schedule extension of preconstruction phase beyond 12 months	\$ _____	
Additional monthly cost for schedule extension of construction phase beyond 16 months	\$ _____	

Cost of Payment and Performance Bond: \$ _____

Additional costs if any to complete the project as a Construction Manager at Risk: \$ _____

EXHIBIT B
RFP 1078 Human Services Facility
Construction Manager's Proposed Staffing Analysis

Start Preconstruction Services April 2017 Construction Start October 2017															
(Your Company Name Here)	April 17	May 17	June 17	July 17	Aug 17	Sept 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	April 18	May 18	June 18
PRE-CONSTRUCTION and CONSTRUCTION DURATIONS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Preconstruction Phase Design Estimating Operations Planning Procurement Construction Phase															
Closeout															
PRECONSTRUCTION PHASE															
Preconstruction Personnel Project Executive (Name _____)															
Chief Estimator (Name _____)															
Project Estimator (Name _____)															
Project Manager (Name _____)															
Procurement Phase Personnel															
Project Executive (Name _____)															
Chief Estimator (Name _____)															
Project Estimator (Name _____)															
Purchasing Manager (Name _____)															
Purchasing Agent (Name _____)															
Purchasing Admin Support (Name _____)															
CONSTRUCTION PHASE															
Construction Phase Personnel															
Project Executive (Name _____)															
Project Manager (Name _____)															
Project Engineer (Name _____)															
Project Superintendent (Name _____)															
Asst. Superintendent (Name _____)															
Safety Officer (Name _____)															
Financial Management/Accounting (Name _____)															
Onsite Clerical Support Staff (Names _____)															

Footnotes:

- (1) Total Reimbursable Expenses shall be in accordance the Town's Reimbursable Expenses Summary cost breakdown form
- (2) Primary Construction Phase Project Personnel are billable only when on-site. support Personnel off-site or in the Home Office may be billed for incidental percentages as noted and approved.
- *-The Project Manager is required to be a minimum of at least half time on site.
- ** -The Project superintendent is required to be full time on-site.

EXHIBIT B
RFP 1078 Human Services Facility
Construction Manager's Proposed Staffing Analysis
(Continued)

[illegible]

EXHIBIT B
RFP 1078 Human Services Facility
Construction Manager's Proposed Staffing Analysis
(Continued)

								Total Man Months	Hours Per Month	Staff Hourly Rate	Total Contract Dollars
PRE-CNSTR. / CNSTR DURAT.	32	33	34	35	36	37					
Preconstruction Phase											
Design Estimating Operations Planning											
Procurement Construction											
Phase											
Closeout											
PRECONSTRUCTION PHASE											
Preconstruction Personnel											
Project Executive (Name _____)											
Chief Estimator (Name _____)											
Project Estimator (Name _____)											
Project Manager (Name _____)											
										Sub Total	
Procurement Phase Personnel											
Project Executive (Name _____)											
Chief Estimator (Name _____)											
Project Estimator (Name _____)											
Purchasing Manager (Name _____)											
Purchasing Agent (Name _____)											
Purchasing Admin Support (Name _____)											
Total Cost for Preconstruction Services											
CONSTRUCTION PHASE											
Construction Phase Personnel											
Project Executive (Name _____)											
Project Manager (Name _____)											
Project Engineer (Name _____)											
Project Superintendent (Name _____)											
Asst. Superintendent (Name _____)											
Safety Officer (Name _____)											
Financial Management/Accounting (Name _____)											
Onsite Clerical Support Staff (Names _____)											
Total Construction Project Personnel Cost											
Total Reimbursable Expenses (1)											
Total General Conditions Cost (excl. preconstruction services)											

EXHIBIT C - Human Service Facility Reimbursable Expense Summary

					Construction Duration _____
(YOUR COMPANY NAME HERE)					Construction Budget _____
	Duration		Cost	Subtotal	Total
Jobsite Field Office:					
Setup Jobsite Offices				0	
				0	
				0	
				0	
Jobsite Office Rental				0	
				0	
				0	
Jobsite Office Furnishings & Supplies				0	
				0	
				0	
				0	
Jobsite Telephone				0	
				0	
				0	
				0	
Jobsite Fax Machine				0	
				0	
				0	
				0	
Computer Hardware and Software (new no rentals or fees)				0	
				0	
				0	
				0	
Computer Broadband Hookup				0	
				0	
				0	
				0	
Broadband Subscription (monthly)				0	
				0	
				0	
Computer Support (actual costs only)				0	
				0	
				0	
Subtotal of Jobsite Field Office					0

EXHIBIT C
Reimbursable Expense Summary
(Continued)

	Duration	Cost	Subtotal	Total
General Expenses				
Cell Phones, Two-Ways			0	
			0	
			0	
			0	
Jobsite Copy Machine & Reproduction			0	
			0	
			0	
Postage, Courier Service, Express Mail			0	
			0	
			0	
			0	
Local Travel (PM and Super in excess of 115 miles)			0	
			0	
			0	
			0	
Non Local Travel & Lodging			0	
			0	
			0	
			0	
Company issued vehicles (\$500/mo per vehicle)			0	
			0	
			0	
			0	
Blueprinting (addenda's and shop Dwgs.)			0	
			0	
			0	
			0	
Progress Photographs			0	
			0	
			0	
Safety & First Aid Supplies			0	
			0	
			0	
Subtotal of General Expenses				0
TOTAL				0
Footnotes:				
1. Provide clarification and assumptions used for providing travel (by title)				

EXHIBIT D
Cost Allocation & Responsibility Matrix

(Company)

	Included in Estimated <u>Staff Costs</u>	Included in Reimbursable <u>Expense</u>	Included in Overhead & Profit	Provided By Owner	General Requirements (Not included in <u>General Conditions</u>)
<u>Project Personnel:</u>					
Operations Manager					
Business Development Manager					
Project Executive					
Project Manager					
Assistant Project Manager					
Project Superintendent					
Project Engineer					
Assistant Engineer					
Project Superintendent					
Assistant Superintendent					
On-site Admin Support					
Safety Director					
Purchasing Manager					
Purchasing Agent Corporate Office					
Purchasing Agent Admin Support					
Administrative Support (Corporate Office)					
Estimating/Scheduling Director					
Financial Manager					
Accounting Manager					
Financial/Cost Support (Corporate Office)					
Other Corporate Office Support Staff					

<u>Reimbursable Expenses</u>					
Setup Jobsite/Trailer Offices					
Jobsite Office/Trailer Rental					
Jobsite Office Furnishings & Supplies					
Jobsite Telephone					
Jobsite Fax Machine					
Computer Hardware/Software					
Internet Connection (one-time cost)					
Internet Service (monthly)					
On-site IT Support (Actual cost only)					
Communication Equipment(2-ways, cell phones)					
Postage/Courier Services					
Jobsite copy machine					
First Aid Supplies					
Local Travel for Project Manager & Project Super Only (in excess of 115 miles/day)					
Non local travel and lodging (vendors/mfg's)					
Reproduction Costs for Project Documents					
Progress photos					
Safety Compliance					
Monthly Software License Cost					
Staff Training					
Company issued vehicles (1 car @ \$500/month)					

Matrix Legend:

X = Included

NA = Not Applicable

<u>General Requirements/Indirect Costs</u>	<u>Included in Estimated Staff Costs</u>	<u>Included in Reimbursable Expense</u>	<u>Included in Overhead & Profit</u>	<u>Provided By Owner</u>	<u>General Requirements (Not included in General Conditions</u>
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Building Perimeter Protection					
Cleaning & Maintenance					
Construction Fence					
Glass Cleaning					
Final Cleaning					
Ladders, ramps, stairs					
Material Hoist and Operation					
Personnel Hoist and Operation					
Mock-Ups					
Mud/Dust Control					
Offsite Parking					
Offsite Storage					
Pest Control					
Project Signage					
Protection of Finished Work					
Reproduction (Project Documents)					
Rubbish Removal					
Sales and Use Tax					
Scaffolding and Lifts					
Sidewalk/Pedestrian Walkway Protection					
Small Tools and Supplies					
Survey and Equipment					
Temporary Barricades					
Temporary Enclosures					
Temporary Fences and Gates					
Temporary Fire Protection					
Temporary Heat(Monthly Usage/Consumption)					
Temporary Heat (Furnish and Install)					
Temporary Plumbing					
Temp.Light & Power (Mnthly Usage/Consmpt)					
Temporary Light & Power (Furnish and Install)					
Testing and Inspection					
Traffic Control					
Trash Chutes					
Vehicle Fuel and Maintenance					
Watchman/Security					
Water Consumption					
Winter Weather Protection					
Construction Managers Record Retention					
Building Permit					
Legal Costs					
CM 100% Payment & Performance Bonds					
Subcontractor 100% Pay & Performance Bonds					
Builders Risk Insurance					
CM Fee					
CM General Liability Insurance					
Subcontractor Professional Liability Insurance (As Required)					

Matrix Legend:

X = Included

NA = Not Applicable